BILL NO. S-81-01-13

SPECIAL ORDINANCE NO. S-14-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 330-80 Phase II, between the City of Fort Wayne, Indiana and John Dehner, Inc., Contractor for the installation of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated January 13, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and John Dehner, Inc., Contractor, for:

> construction of a 12 inch, 15 inch, 30 inch and 48 inch sanitary interceptor from a point 7,000+ LF East of U.S. 30 by-pass to the intersection of Maysville Road and Lake Avenue and thence North to the Northwest corner of Lot 21 in Shannonside Addition,

under Board of Public Works Sewer Improvement Resolution No. 330-80, Phase II, at a total cost of $891,869.05, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effective from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JANUARY 23, 1981.

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing ~~to be~~ held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~the~~ _____ day of _____, 19____, at _____ o'clock _____ M.,E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	0		1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.				X	
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~), No. S-44-81

on the 24th day of February, 1981.

~~ATTEST:~~ (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 1981, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March 1981, at the hour of 4 o'clock P M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 330-80 Phase II, between the City of Fort Wayne, Indiana and John Dehner, Inc., Contractor for the installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do pass.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

CF/1

70-96-6b 1/14/81

CONTRACT NO. 330-80 PHASE II

THIS CONTRACT made and entered into in triplicate this 14 day of January, 1980, by and between JOHN DEHNER, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

MAIN

Beginning at a proposed manhole located 7,000± LF east of said Coliseum Boulevard and 2,400± LF south of Lake Avenue Extended; thence northeasterly 6,160± LF to a proposed manhole located 800± LF east of and 40± LF north of the centerline intersection of Lake Avenue (Maysville Road) and North River Road; thence continuing northeasterly along and within the I&M and NIPSCO right-of-way 3,130± LF to a proposed manhole located 35± LF east of and 20± LF north of the southeast corner of lot 84 of Kern Valley Farm; thence north along the east boundary line of Kern Valley and Valley Meadows Additions 2,700± LF terminating at a proposed manhole over an existing 30" sanitary sewer located 780± LF north of and 1± LF east of the northeast corner of lot 21 of Shannonside Addition.

LINE A

Beginning at a proposed manhole located 800± LF east of and 40± LF north of the centerline intersection of Lake Avenue (Maysville Road) and North River Road; thence northwesterly 50± LF terminating at an existing sanitary sewer.

LINE B

Beginning at a proposed manhole located 30± LF east of and 50± LF north of the northeast corner of lot 75 of Kern Valley Farm; thence westerly 40± LF terminating at an existing sanitary sewer.

LINE C

Beginning at a proposed manhole located 30± LF east of and 30± LF south of the southeast corner of lot 21 of Shannonside Addition; thence westerly 40± LF terminating at an existing sanitary sewer.

LINE D

Beginning at a proposed manhole located 5± LF east of and 705± LF north of the northeast corner of lot 21 of Shannonside Addition; thence westerly 10± LF terminating at an existing sanitary sewer.

Said Sewers shall be 12", 15", 30" and 48" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11055, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $891,869.05. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

48" RCP Class III	Seventy dollars and 86/100	70.86
48" RCP Class IV	Eighty-seven dollars and 41/100	87.41
48" RCP Class V	One hundred five dollars and 89/100	105.89
30" RCP Class IV	Forty-seven dollars and 39/100	47.39
15" RCP Class V	Twenty-five dollars and 17/100	25.17
15" RCP Class IV	Twenty-four dollars and 45/100	24.45
12" RCP Class V	Twenty-one dollars and 99/100	21.99
STD M.H. Type V-J	Two thousand ten dollars and no/100	2,010.00
STD M.H. Type II-J (72")	Two thousand seven hundred fifty dollars and no/100	2,750.00
STD M.H. Type II-J (84")	Three thousand three hundred eighty dollars and no/100	3,380.00
STD M.H. Type II-J (96")	Three thousand eight hundred fifty dollars and no/100	3,850.00
STD M.H. Type II-J (108")	Four thousand two hundred fifty dollars and no/100	4,250.00
STD 12" Drop Pipe	One hundred seventy-five dollars and no/100	175.00
STD 8" Drop Pipe	One hundred twenty-five dollars and no/100	125.00
Braodcast Seeding	No dollars and 25/100	0.25
Seeding & 1" Mulch	No dollars and 30/100	0.30
#53 or #73 Special Backfill	Twelve dollars and 50/100	12.50
10" Deep Strength Asphalt	Nineteen dollars and 80/100	19.80
2" Asphaltic Surface	Three dollars and no/100	3.00
8"-12" Field Tile Replacement	Twelve dollars and no/100	12.00
30" CMP Replacement	Twenty-five dollars and no/100	25.00
Brush & Tree Removal	Eight thousand dollars and no/100 per lump sum	8,000.00
Dewatering	No dollars and 10/100	0.10
Base Stabilization	Seventeen dollars and 50/100	17.50
Pump Station Removal (Not Grand Fundable)	Four thousand five hundred dollars and no/100 per lump sum	4,500.00
Flowmeter - "Complete"	Five thousand five hundred dollars and no/100 per lump sum	5,500.00
24" RCP Class V	Forty-eight dollars and 50/100	48.50
Sheeting	Four dollars and 75/100	4.75

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 330-80 Phase II.
B. Instructions to Bidders for Contract No. 330-80 Phase II.
C. Contractor's Proposal Dated November 12, 1980.
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11055
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addendum No. 1
T. D.N.R. Permits

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JOHN DEHNER, INC.

BY: _____, President

BY: _____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

JOHN DEHNER, INC.
(Name of Contractor)

FORT WAYNE, INDIANA
(Address of Contractor)

a CORPORATION hereinafter called
(Corporation, Partnership, or Individual)

Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY
(Name of Surety)

BALTIMORE, MARYLAND
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Eight Hundred Ninety One Thousand Eight Hundred Sixty Nine and 05/100 dollars ($ 891,869.05) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 14 day of January, 1981, for construction of:

Contract No. 330-80 Phase II

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11055, Sht. 8-20 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in THREE (number) counterparts, each one of which shall be deemed an original, this 14 day of January, 1981.

ATTEST:

Edward L. Dehner
(Principal) Secretary
Edward L. Dehner
[SEAL]

Richard E. Ensley
(Witness as to Principal)
Richard E. Ensley

FORT WAYNE, INDIANA
(Address)

JOHN DEHNER, INC.
(Principal)

BY: Gerald Dehner [S]
Gerald Dehner, President

P.O. Box 11346, Fort Wayne, Indiana 46857
(Address)

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

(Address)

By Vicki L Anderson
Attorney-in-Fact

BALTIMORE, MARYLAND
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 90088

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Vicki L. Anderson

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Vicki L. Anderson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 16th day of November, A. D. 1979

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Bertram W. Sealy, Jr.
Vice-President.

(SEAL)

(Signed) William J. Phelan
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 16th day of November, A. D. 1979, before me personally came Bertram W. Sealy, Jr., Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and William J. Phelan, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Bertram W. Sealy, Jr. and William J. Phelan were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 82

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND BALTIMORE CITY, } Sct.

I, William Allen, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 16th day of November, A. D. 19 79

(SEAL) (Signed) William Allen
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Vicki L. Anderson

of Fort Wayne, Indiana , authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

Assistant Secretary.

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

JOHN DEHNER, INC.
(Name of Contractor)

FORT WAYNE, INDIANA
(Address of Contractor)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and UNITED STATES FIDELITY AND GUARANTY COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Eight Hundred Ninety One Thousand Eight Hundred Sixty Nine and 05/100 Dollars ($891,869.05) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 14 day of January 1981, for the construction of:

Contract No. 330-80 Phase II

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11055, Sheets 8, through 20 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modivication thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed THREE (number) counterparts, each one of which shall be deemed an original, this 14 day of December, 1981.

ATTEST:

Edward L. Dehner
(Principal) Secretary
Edward L. Dehner
[SEAL]

JOHN DEHNER, INC.
Principal

By Gerald Dehner [S]
Gerald Dehner, President
P. O. Box 11346, Fort Wayne, Indiana 46857
(Address)

Witness as to Principal
Richard E. Ensley
Fort Wayne, Indiana
(Address)

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

ATTEST:
(Surety) Secretary

By Vicki L. Andersson
Attorney-in-Fact

[SEAL]

Witness as to Surety

BALTIMORE, MARYLAND
(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 90088

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Vicki L. Anderson

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Vicki L. Anderson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 16th day of November, A. D. 1979

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Bertram W. Sealy, Jr.
Vice-President.

(SEAL)

(Signed) William J. Phelan
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 16th day of November, A. D. 1979, before me personally came Bertram W. Sealy, Jr., Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and William J. Phelan, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Bertram W. Sealy, Jr. and William J. Phelan were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1982

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, William Allen, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 16th day of November, A. D. 19 79

(SEAL) (Signed) William Allen
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Vicki L. Anderson

of Fort Wayne, Indiana , authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

Richard Calder
Assistant Secretary

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Yaste, Zent & Rye, Inc.
201 W. Wayne Street
P.O. Box 1367
Ft. Wayne, IN 46802

NAME AND ADDRESS OF INSURED

John Dehner, Inc.
P.O. Box 11346
Fort Wayne, Indiana 46857

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A	United States Fidelity & Guaranty
COMPANY LETTER B	Mission
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY					
A	[X] COMPREHENSIVE FORM [X] PREMISES—OPERATIONS [ ] EXPLOSION AND COLLAPSE HAZARD [X] UNDERGROUND HAZARD [X] PRODUCTS/COMPLETED OPERATIONS HAZARD [X] CONTRACTUAL INSURANCE [X] BROAD FORM PROPERTY DAMAGE [X] INDEPENDENT CONTRACTORS [X] PERSONAL INJURY	1CC C34368	1/1/82	BODILY INJURY	$1,000	$1,000
				PROPERTY DAMAGE	$ 250	$ 500
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
	AUTOMOBILE LIABILITY					
A	[X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON OWNED	BAP 147767	1/1/82	BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH OCCURRENCE)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$1,000	
	EXCESS LIABILITY					
B	[X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	M369617	1/1/82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$5,000	$5,000
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
A		3900 801556	1/1/82		$ 100	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

ANY AND ALL OPERATIONS OF THE NAMED INSURED

RE: Water Quality Control Sewage Works, Project #C-180839-01; North Maumee Interceptor Sewer Resolution #290-77, Section I and II

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

City of Fort Wayne
Fort Wayne, Indiana

DATE ISSUED 12/29/80

AUTHORIZED REPRESENTATIVE

ACORD 25 (Ed 2-77)

"APPARENT" LOW BIDDERS
NORTH MAUMEE

Resolution	Contractor	Bid	Engineer's Estimate
330-80 - Phase I	Rocco-Ferrera	$ 832,920.00	$ 1,086,060.00
330-80 - Phase II	Dehner, Inc.	$ 891,869.05	$ 1,140,890.00
331-80	Busch, Inc.	$ 521,161.90	$ 805,070.00
332-80	Busch, Inc.	$ 809,580.25	$ 1,122,152.50
333-80	Dehner, Inc.	$ 323,363.90	$ 393,270.00
334-80	Busch, Inc.	$ 352,732.05	$ 653,410.00
335-80	Dehner, Inc.	$1,255,628.30	$ 1,488,757.50
336-80	Dehner, Inc.	$ 240,297.05	$ 319,875.00
337-80	Dehner, Inc.	$ 223,529.52	$ 283,000.00
338-80	Hartman, John	$ 278,608.75	$ 398,875.00
339-80	Moellering Const.	$ 127,073.50	$ 202,030.00
340-80	Bercot, Inc.	$ 303,689.80	$ 314,458.35
		$6,160,453.72	$8,207,847.00

DIFFERENCE: $2,047,393.28 = 25% under Engineer's Estimate

RESOLUTION 330-80
PHASE I

1.	Rocco-Ferrera	$ 832,920.00
2.	Dehner, John, Inc.	$ 841,619.00
3.	Norman, Joe E.	$ 860,454.60
4.	Winzeler Construction	$ 936,892.00
5.	Balkema, Inc.	$ 977,900.00
6.	Busch, Inc.	$1,005,013.25
7.	DiPaulo-Rossetti	$1,310,090.00

PHASE II

1.	Dehner, John, Inc.	$ 891,869.05	
2.	Norman, Joe E.	$ 926,178.30	
3.	Rocco-Ferrera	$ 997,359.00	
4.	Busch, Inc.	$1,020,732.90	
5.	Winzeler Excavating	~~$1,113,992.50~~	$1,113,990.50*
6.	Balkema, Inc.	$1,175,905.50	
7.	Bailey Excavating	~~$1,205,675.50~~	$1,206,315.50*
8.	DiPaulo-Rossetti	$1,269,690.00	

RESOLUTION 331-80

1.	Busch, Inc.	$ 521,161.90
2.	Northeastern Construction	$ 619,913.75
3.	Norman, Joe E.	$ 627,286.75
4.	Fleming Excavating	$ 628,081.50
5.	Dehner, John, Inc.	$ 652,354.35
6.	Rocco-Ferrera	$ 656,710.00
7.	Balkema, Inc.	$ 790,825.00
8.	Rieth-Riley Construction	$ 796,646.00
9.	Bailey Excavating	$ 807,156.00
10.	DiPaulo-Rossetti	$ 830,342.50
11.	T-G Excavating	$ 846,568.05
12.	Bercot, Inc.	$ 870,574.75

RESOLUTION NO. 332-80

1.	Busch, Inc.	$ 809,580.25
2.	Norman, Joe E.	$ 859,128.65
3.	Dehner, John, Inc.	$ 906,834.40
4.	Rocco-Ferrera	$ 909,895.00
5.	Northeastern Construction	$ 939,354.75
6.	Weitzel Construction	$1,026,165.50
7.	Bailey Excavating	$1,181,896.25
8.	Winzeler Excavating	$1,192,527.00
9.	Rieth-Riley	$1,217,325.00
10.	T-G Excavating	$1,258,448.75
11.	Balkema, Inc.	$1,271,637.50
12.	DiPaulo Rosetti	$1,288,635.00
13.	Bercot, Inc.	$1,352.728.50

RESOLUTION 333-80

1.	Dehner, John, Inc.	$ 323,363.90
2.	Ness, Richard	$ 385,951.00
3.	Bercot, Inc.	$ 394,882.00
4.	T-G Excavating	$ 403,890.20
5.	Norman, Joe E.	$ 437,441.40
6.	Rocco-Ferrera	$ 449,430.00
7.	Balkema, Inc.	$ 603,635.00

RESOLUTION 334-80

1.	Busch, Inc.	$ 352,732.05
2.	Dehner, John, Inc.	$ 392,495.01
3.	Norman, Joe E.	$ 400,245.00
4.	Fleming Excavating	$ 412,479.50
5.	Rocco-Ferrera	$ 440,636.00
6.	Northeastern Construction	$ ~~457,970.00~~ $457,965.00*
7.	Earth Construction	$ 478,402.70
8.	Bailey Excavating	$ 534,242.75
9.	Rieth-Riley	$ 547,947.00
10.	Balkema, Inc.	$ 564,985.00
11.	Bercot, Inc.	$ 590,840.00
12.	T&F Construction	$ 592,723.59
13.	DiPaulo-Rossetti	$ 709,660.00

RESOLUTION 335-80

1.	Dehner, John, Inc.	$1,255,628.30
2.	Norman, Joe E.	$1,350,564.55
3.	Waynesfield Construction	$1,467,480.00
4.	Rocco-Ferrera	$1,723,192.50
5.	Weitzel Construction	$2,168,013.50
6.	Balkema, Inc.	$3,136,817.50

RESOLUTION 336-80

1.	Dehner, John, Inc.	$ 240,297.05
2.	Northeastern Construction	$ 249,771.50
3.	Moellering Construction	$ 271,420.75
4.	Norman, Joe E.	$ 284,374.05
5.	Bercot, Inc.	$ 305,486.00
6.	Earth Construction	$ 313,739.00
7.	T&F Construction	$ 341,532.97
8.	Balkema, Inc.	$ 347,747.50
9.	T-G Excavating	$ 348,116.95
10.	Bailey Excavating	$ 351,344.75
11.	Rieth-Riley	$ 389,433.25
12.	DiPaulo-Rossetti	$ 428,332.50

RESOLUTION 337-80

1.	Dehner, John, Inc.	$ 223,529.52	
2.	Lengacher Construction	~~$ 230,936.50~~	$230,888.50*
3.	Ness, Richard	$ 260,894.50	
4.	Bercot, Inc.	$ 270,651.50	
5.	T&F Construction	$ 273,390.43	
6.	Norman, Joe	$ 283,423.85	
7.	Fleming Excavating	$ 313,807.50	
8.	Moellering Construction	$ 326,123.75	
9.	Balkema, Inc.	$ 383,500.00	

RESOLUTION 338-80

1.	Hartman, John	$ 278,608.75	
2.	Dehner, John, Inc.	$ 311,487.35	
3.	Scheidleman	$ 314,202.05	
4.	Ness, Richard	$ ~~365,541.50~~	$371,841.00*
5.	Bercot, Inc.	$ 367,011.00	
6.	T&F Construction	$ 410,412.93	
7.	Fleming Excavating	$ 411,722.50	
8.	Norman, Joe E.	$ 475,460.45	
9.	Balkema, Inc.	$ 522,767.50	

RESOLUTION 339-80

1.	Moellering	$ 127,073.50
2.	Hartman, John	$ 129,983.00
3.	Northeastern Construction	$ 142,723.75
4.	Curner, Inc.	$ 147,781.50
5.	Ness. Richard	$ 170,378.75
6.	Bercot, Inc.	$ 176,329.50
7.	Fleming Excavating	$ 178,582.50
8.	Norman, Joe R.	$ 183,525.00
9.	Balkema, Inc.	$ 188,700.00
10.	T&F Construction	$ 197,180.00

RESOLUTION 340-80

1.	Bercot, Inc.	$ 303,689.80
2.	T-G Excavating	$ 307,469.00

* CORRECTED BY WATER POLLUTION CONTROL ENGINEERING

TITLE OF ORDINANCE 51-7 North Maumee Area Sanitary Improvements; Sewage Works Grant No. C-180599-09; Sewer Resolution No. 330-80; Phase II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

A-81-02-13

SYNOPSIS OF ORDINANCE A contract with John Dehner, Inc. to construct a 12", 15", 30" and 48 inch sanitary interceptor from a point 7,000 + LF East of U. S. 30 By-Pass to the intersection of Maysville Rd. and Lake Ave. and thence North to the Northwest corner of Lot 21 in Shannonside Addition.

EFFECT OF PASSAGE Improvement to the water quality in the North Maumee Area with the construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of both Federal and State Grant Funds to improve Fort Wayne's environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The construction of this project will cost $ 891,869.05 which will be financed by USEPA (75%); State (10%); and City Utilities (15%).

ASSIGNED TO COMMITTEE

Cathy M Fuller

sa